

Practitioner's Docket No. 1372.61.PRWOUS2

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Emmanuel Lazaridis  
Serial No.: 09/913,498  
Filing Date: 08/16/2001  
Title: Statistical Analysis Method for Classifying Objects

Examiner: Unknown  
Art Unit: 1631

Assistant Commissioner for Patents  
Washington, D.C. 20231

**POWER OF ATTORNEY BY ASSIGNEE**  
(REVOCATION OF PRIOR POWERS)  
37 C.F.R. § 3.71(b)(1)

As an authorized representative to act on behalf of the assignee for the above identified patent,

**REVOCATION OF PRIOR POWERS OF ATTORNEY**

I hereby revoke all powers of attorney previously given and

**NEW POWER OF ATTORNEY**

I hereby appoint the following practitioners to prosecute and transact all business in the Patent and Trademark Office under:

**CUSTOMER NO. 21,901**

**SEND CORRESPONDENCE TO:**  
Smith & Hopen, P.A.  
15950 Bay Vista Drive, Suite 220  
Clearwater, FL 33760  
Customer No.: 21,901

**DIRECT TELEPHONE/EMAIL TO:**  
Anton J. Hopen  
anton.hopen@baypatents.com  
(727) 507-8558

**CERTIFICATE UNDER 37 C.F.R. 3.73(h)**


The University of South Florida (herein "USF") certifies that they are the owner of the entire right, title, and interest in the patent application identified above by virtue of an assignment to USF dated September 20, 2000 by assignor Emmanuel Lazaridis, recorded in the United States Patent and Trademark Office at Recd/Frame 014152/0940 on November 25, 2003, a copy of which is attached hereto.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or of any patent issuing thereon.

Date:

11/26/03  
\_\_\_\_\_  
Valerie L. McDevitt, Esq., Director  
University of South Florida  
Division of Patents & Licensing

OPR/ASSIGNMENTS

11/25/03 12:04 PAGE 2/3 NightFAX



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
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OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



NOVEMBER 25, 2003

PTAS

\*8000091404\*

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15950 BAY VISTA DRIVE  
SUITE 220  
CLEARWATER, FL 33760

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/25/2003

REEL/FRAME: 014152/0940  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LAZARIDIS, EMMANUEL

DOC DATE: 09/20/2000

ASSIGNEE:

UNIVERSITY OF SOUTH FLORIDA  
4202 EAST FOWLER AVENUE, FAO 126  
DIVISION OF PATENTS AND LICENSING  
TAMPA, FLORIDA 33620-7900

SERIAL NUMBER: 09913498  
PATENT NUMBER:

FILING DATE: 06/16/2001  
ISSUE DATE:

SAUNDRA BALLENGER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

STATE UNIVERSITY SYSTEM OF FLORIDA -- UNIVERSITY OF SOUTH FLORIDA  
4202 FOWLER AVENUE, TAMPA, FLORIDA

Your employment is subject to annual reappointment and is not a guarantee of lifetime employment nor, unless already granted, tenure. Your employment may be affected by provisions governing non-reappointment or layoff which are applicable to your position or appointment. This appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board of Regents (BOR), State University System (SUS) and the University of South Florida, and the collective bargaining agreement between the BOR/SUS and the UFF (hereafter referred to as the Agreement), if applicable. These items which govern your employment are available upon request in the main library on the Tampa Campus, through the World Wide Web sites of Human Resources and the Board of Regents, and/or the offices of the Provost, the General Counsel, and Human Resources (HR).

Initial appointments and annual reappointments will cause a new contract to be issued. Interim changes, however, will be documented by Appointment papers or Salary Increase Notification Sheets, and will not generate a new employment contract unless certain significant terms and conditions of your employment permanently change.


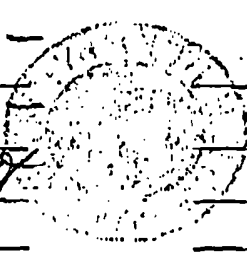
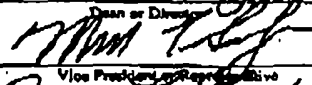
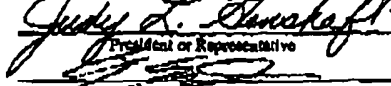

This appointment includes the obligation to report outside activities and/or conflicts of interest under the provisions of Article 19 of the Agreement, and/or the provisions of the Florida Statutes, and/or the rules, policies, and procedures of the BOR and/or the University.

1. Employee Name: Emmanuel N Lamerle 2. SSN: 221-42-6357
3. Department Name: Cancer Center IOP 4. Dept ID: 0-6302-000
5. College/School/Division: Health Sciences  
Principal Place of Employment: Health Sciences Center - Tampa
6. Length of Appointment: From: 2000-08-07 Through: 2001-08-06 7. Percent FTE assigned: 1.00
8. Salary: \$93,400 For 12 Month Contract Period Biweekly Rate: \$3,655.17
9. Tenure Status: Tenure Earning Tenure Status FTE: 0.50  
Years Prior Service Credited Toward Tenure: \_\_\_\_\_
10. Classification Code (Job Code): P003 Title: Assistant Professor  
Appointment Status Modifier: Faculty Research Administrative Title: No Administrative Position
11. This appointment may be subject to layoff in the manner provided by the SUS rules, University policies or procedures, or the BOR/UFF Collective Bargaining Agreement. This appointment may also be impacted by funding arrangements with non-University entities.
12. The University and the employee recognize the terms of Article 18 of the BOR-UFF Agreement and/or USF Rule 6C4-10.012 regarding termination and works.
13. If this appointment is funded by a grant or contract, it is conditioned upon the continuation of those funds. In such case this appointment is temporary and will end as specified above, or may end sooner due to the loss of funds. No other notice of termination will be provided.  
Annual leave accrued during the life of the contract/grant must be taken during the life of that contract/grant or funds must be available in the contract/grant to cover payment of earned annual leave. You may be required to take annual leave at your supervisor's direction.
14. Special conditions of employment:

You are being provided an administrative stipend in the amount of \$ 19000 for a total compensation rate of \$ 85400. This administrative stipend may be discontinued at the discretion of the University and will be removed if the associated administrative duties are removed.

Your appointment is funded through contract/grant from the Moffit Cancer Center pursuant to its faculty agreement with the University. This appointment is temporary and will end as specified above or may end sooner due to loss of funds to support this appointment. No other notice of termination will be provided.


This contract must be returned to Human Resources, SVC 2172, within 10 days of receipt.

		_____
Dean or Director		Date
		8/7/2000
Vice President or Representative		Date of Recommendation
		8/7/2000
President or Representative		Date of Offer
		9/20/00
Employee		Date of Acceptance

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## UNIVERSITY OF SOUTH FLORIDA Rules Manual

	Subject of Rule	Rule Number
	Inventions and Works.	6C4-10.012

(1) Definitions. The following definitions shall apply for purposes of interpreting and implementing this rule:

(a) A "work" includes any copyrightable material such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works.

(b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.

(c) "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional coursework, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which were prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

(d) "University support" includes the use of University funds, personnel, facilities, equipment, materials, or technological information; and includes such support provided by other public or private organizations when it is arranged, administered, and/or controlled by the University.

(e) "Employee" means all General Faculty, Administrative and Professional, USPS, and OPS employees of the University, in-unit or non-unit, regardless of classification or source of funding of the position, and volunteers and other persons who engage in University-supported effort.

(2) Works.

(a) Independent Efforts. A work made in the course of independent efforts is the property of the employee, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this section, the term independent efforts means that:

1. the ideas came from the employee;
2. the work was not made with the use of University support; and

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3. the University is not held responsible for any opinions expressed in the work.

(b) University-Supported Efforts. If the work was not made in the course of independent efforts, the work is the property of the University and the employee shall share in the proceeds therefrom. However, in keeping with tradition, it is not the intent of the University to assert rights to books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study nor to assert rights to instructional technology material which is developed without the use of appreciable University support and is used solely for the purpose of assisting or enhancing the employee's instructional assignment.

(c) Disclosure.

1. Upon the creation of a work, and prior to any publication, the employee shall disclose to the President or Vice President for Research any work made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done.

2. The President or Vice President for Research shall gather information to assess the relative equities of the employee and the University in the work.

3. Within sixty (60) days after such disclosure, the President or Vice President for Research will inform the employee whether the University seeks an interest in the work, and a written contract shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and allocating proceeds resulting from such work. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

4. The employee and the University shall not commit any act which would tend to defeat the University's or employee's interest in the work and shall take any necessary steps to protect such interests.

(3) Inventions.

(a) Disclosure/University Review.

1. An employee shall fully and completely disclose to the President or Vice President for Research all inventions which the employee may develop or discover while an employee of the State University System together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer's interest, until the decision has been made by the outside employer whether to seek a patent.

2. If the University wishes to assert its interest in the invention, the President or Vice President for Research shall inform the employee within one hundred twenty (120) days of the employee's disclosure to the President or Vice President for Research.

3. The President or Vice President for Research shall conduct an investigation which shall assess the respective equities of the employee and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

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4. The President or Vice President for Research shall inform the employee of the University's decision regarding the protection to be sought for the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or Vice President for Research.

5. The division, between the University and the employee, of proceeds generated by the licensing or assignment of an invention, shall be negotiated and reflected in a written contract between the University and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

6. The employee shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

(b) Independent Efforts. All inventions made outside the field or discipline in which the employee is employed by the University and for which no University support has been used are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the President or Vice President for Research may agree that the patent for such invention be pursued by the University and the proceeds shared.

(c) University-Supported Efforts. An invention which is made in the field or discipline in which the employee is employed by the University or by using University support is the property of the University and the employee shall share in the proceeds therefrom.

(d) Outside Employment.

1. While an employee may, in accordance with Rule 6C4-10.005 and the pertinent collective bargaining agreement, engage in outside employment pursuant to a consulting agreement, requirements that an employee waive the employee's or University's rights to any inventions which arise during the course of such outside employment must be approved by the President or Vice President for Research.

2. An employee who proposes to engage in such outside employment shall furnish a copy of this Rule and, if applicable, the pertinent collective bargaining agreement, to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

(e) Release of Rights.

1. In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other rights in an invention, the University will use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.

2. At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or Vice President for Research may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the employee in such case, the University shall transfer the invention rights to the employee, in which case the invention shall be the employee's property, and none of the costs incurred by the

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University or on its behalf shall be assessed against the employee.

3. All assignments or releases of inventions, including patent rights, by the President or Vice President for Research to the employee shall contain the provision that such invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.

(4) Execution of Documents. The University and the employee shall sign an agreement individually recognizing the terms of this rule.

(5) Responsibility. The authority and responsibility for administration and implementation of this rule is delegated to the Vice President for Research.

*Specific Authority 120.53(1)(a), 240.227(1), 240.241(2) FS. Law Implemented 120.53(1)(a), 240.202, 240.227(1), 240.229, 240.241(2) FS. History-New 8-10-89, Amended 1-8-92.*

**USF World Wide Web Guidelines**  
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SEARCHUSF DIRECTORY STATISTICS

